

RIGHT OF WAY INSTRUMENT

In consideration of \$ 1.00 cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we (acting personally and for and on behalf of our heirs, successors, and assigns and any other person claiming or to claim the property hereinafter described, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY, its successors and assigns (herein called "Grantee"), a right of way and easement 30 feet in width for the location construction, reconstruction, operation, maintenance, and removal of electric power and/or communications lines and circuits, including poles, towers, cross arms, insulators, wire, cables, hardware, transformers, switches, guy wires, anchors and all other equipment, structures, material and appliances, now or hereafter used, useful or desired in connection therewith, over, across, under, and on that land in the County of Desoto, Mississippi, described as follows, to-wit:

A certain parcel of land lying and being situated in the SE/4 of the SW/4 quarter & SW/4 of the SE/4 of Section 13 Township 1 South, Range 8 West, Desoto County, Mississippi, as shown on Exhibit "A" attached hereto and made a part hereof.

*being 15 feet on either side of the electric power line

together with the right of ingress and egress to and from said right of way across the adjoining land of the Grantors, the passage of vehicles and equipment upon said right of way and the right to install and maintain guy wires and anchors beyond the limits of said right of way.

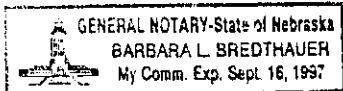
Grantee shall have the full right, without further compensation, to clear and keep clear said right of way, including the right to cut down, condition, treat or otherwise remove all trees, timber, undergrowth, and other obstruction. Grantee shall have the further right to cut down from time to time all trees that are tall enough to strike the wires in falling, where located beyond the limits of said right of way, (called "danger trees"). Payment for the first cutting of danger trees is included in the above consideration. Grantee shall pay to Grantor, or his successor in title, the reasonable market value of danger trees cut thereafter.

Grantors covenant that they will not construct or permit the construction of any house, barn, well, or other structure or hazard on said right of way. Unless otherwise herein specifically provided, the center line of the electric power line initially constructed on this right of way shall be the center line of said right of way.

Should Grantee, or its successors, remove its facilities from said land and abandon said right of way, the rights herein created in Grantee shall terminate, but with the right to remove therefrom all of Grantee's property thereon.

It is understood that Grantor's shall have, at all times the right to use said right of way for any lawful purpose provided it does not interfere with the rights herein created in Grantee, and that Grantee will not enclose said right of way, and Grantor will use the best efforts to protect Grantee's property on said right of way.

WITNESS my/our signature, this the 21st day of December, 19 94



NDC SOUTHAVEN, L.P.
BY: Haven L.L.C., Gen. Partner

BY: Joseph Kirshenbaum, Member

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named _____ and _____, husband and

wife, who acknowledged that _____ signed and delivered the foregoing instrument on the day and date therein mentioned.

Given under my hand and official seal, this the _____ day of _____, 19 _____

STATE OF MISSISSIPPI

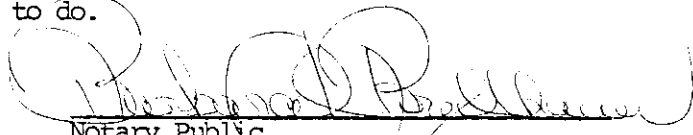
This instrument prepared by: Glenn F. Nix
7411 Hwy 51
Southaven, Mississippi 38671-5726
(601) 342-8650

FEB 21 12 15 PM '95

BOOK 281 PAGE 785
FILED IN THE PUBLIC RECORDS
by S. Cleveland

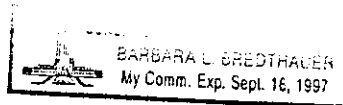
STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

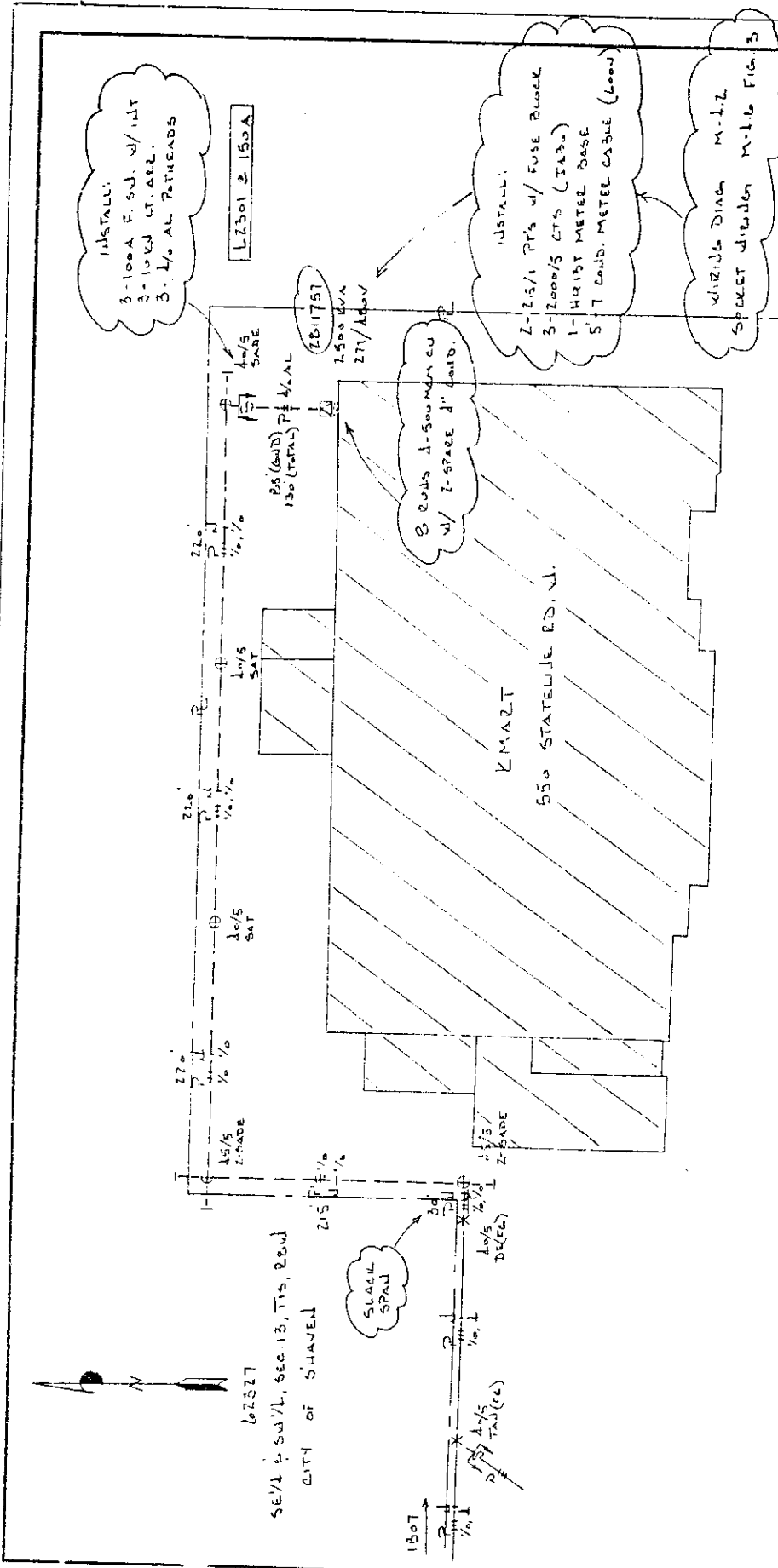
Personally appeared before me, the undersigned authority in and for said County and State, on this 21st day of December, 1994, within my jurisdiction, the within named Joseph Kirshenbaum, who acknowledged that he is a Member of Haven, L.L.C., a Nebraska limited liability company, and that for and on behalf of said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do, as General Partner of NDC Southaven, L.P., a Mississippi limited partnership, after having first been duly authorized by said limited partnership so to do.


 Notary Public

My commission expires:

Sept 16, 1997





CONSTRUCTION NOTES

- 1) REQUEST SEE TO INSTALL 2-15/5 & 3-1/5 WOOD POLES
- 2) CUSTOMER IS TO INSTALL, OUL, & MAINTAIN UNDERGROUND SERVICE CONDUITORS (500 MM CU)
- 3) CUSTOMER IS TO FURNISH TRANSFORMER PAD WITH GROUNDING SYSTEM (1/000)
- 4) CUSTOMER IS TO FURNISH 2-6" CONDUIT SYSTEM PER UNDERGROUND PRIMARY INSTALLATION (PVC ENCASED IN CONCRETE)
- 5) CUSTOMER IS TO FURNISH 1-6" RIGID GALVANIZED CONDUIT RISER

WE # 18413
SERVICE TO SUPER KMAET @ 550 STATELINE RD
STATELINE RD. E/O I-55
SE 1/4 & 61 1/2, SEC. 13, T15, R2E
CITY OF SOUTHAVEN DECATO COUNTY
MISSISSIPPI POWER & LIGHT COMPANY
DATE: 11-29-91 JACKSON, MISSISSIPPI SCALE W/1/4" = 1' MSB-1 OF 1